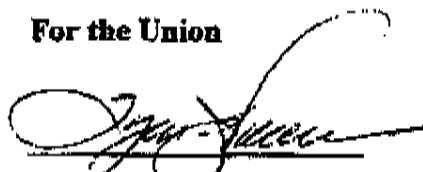


**MEMORANDUM OF UNDERSTANDING  
APPLICANT SKILLS TESTING**

This Memorandum of Understanding is entered into between the employers signatory to the 2008 – 2013 National Master Freight Agreement (“NMFA”) (each the “Employer”) and the Teamsters National Freight Industry Negotiating Committee to address applicant skills testing under Article 3 Section 1 of the NMFA. The parties to this Memorandum of Understanding agree to the following:

In the event state or federal law or regulations mandate that the Employer change its applicant skills tests, the Employer shall provide the Union advance notice in writing of the change.

**For the Union**



**Date:** 12/11/07

**For the Employer**



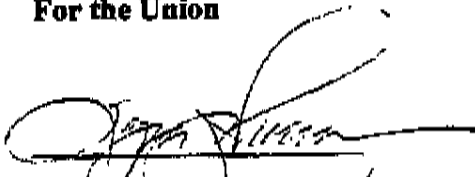
**Date:** 12/11/07

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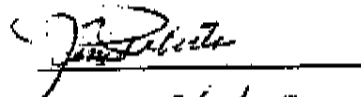
**MEMORANDUM OF UNDERSTANDING  
REGARDING IMPLEMENTATION OF THE UTILITY EMPLOYEE**

In deleting the Premium Service Operations language from Article 18, the parties agree that any current premium service operation in effect at the commencement of the 2008-2013 NMFA shall be immediately converted to a Utility Employee operation under Article 3, Section 7, and such existing operations shall remain in effect until the Employer proposes an alternative. Current premium service positions may be re-bid in accordance with Article 3, Section 7 within thirty (30) days of ratification of the 2008-2013 NMFA.

**For the Union**

  
Date: 12/11/07

**For the Employer**

  
Date: 12/11/07

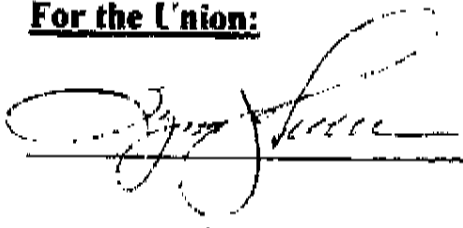
**MEMORANDUM OF UNDERSTANDING**  
**ARTICLE 29, SECTION 6**  
**NON-TEAMSTER PURCHASED TRANSPORTATION**

This Memorandum of Understanding is entered into between the employers signatory to the 2008-2013 National Master Freight Agreement ("NMFA") (each the "Employer") and the Teamsters National Freight Industry Negotiating Committee to address issues involving non-Teamster Purchased Transportation under Article 29, Section 6 of the NMFA. The parties to this Memorandum of Understanding agree to the following:

1. Each signatory Employer to the NMFA shall be permitted to use non-Teamster drivers for 10% of the annual over-the-road purchased transportation substitute service authorized by Article 29, Section 6 of the 2008-2013 NMFA to transport freight previously hauled by rail under Article 29, Section 3 and overflow freight where no regular drivers are available at the Employer's origin location.
2. With regard to any freight transported by non-Teamster drivers, the Employer shall report in writing on a monthly basis to each Local Union affected with a copy to the National Freight Director and Area Freight Coordinators, the number of trailers tendered to any non-Teamster driver. The Employer also shall report the origin, destination, trailer/load number, trailer weight and the time the trailer/load leaves the Employer's yard.
3. The Employer shall, on a quarterly basis, send to the office of the National Freight Director a report containing the total number of miles the Employer utilized non-Teamster drivers under Article 29, Section 6.
4. The Employer shall maintain sign-in and sign-out records at terminals which the Employer must require the non-Teamster drivers to fill-out and sign. All non-Teamster drivers used for over-the-road substitute service must record their name, home domicile, origin, destination and arrival and/or departure times. The Employer shall make available upon written request of a Local Union information regarding the destination of loads and/or where loads were loaded.

5. For the first six (6) months of the 2008-2013 NMFA, the Employer will not be required to pay a fee for each trailer/load transported by non-Teamster drivers under Article 29, Section 6. After the first six (6) months of the effective date of Article 29, Section 6, the Employer will be required to pay a fee in the amount of \$35.00 to the Central States Health Welfare and Pension Funds (the allocation between the health and pension funds will be determined by the Central States Over-the-Road Supplemental Negotiating Committee) for each trailer/load transported by non-Teamster drivers under Article 29, Section 6. Beginning the third year of the NMFA and through the fourth year, the Employer will be required to pay a fee of \$45.00 to the Central States Funds for each trailer/load transported by non-Teamster drivers. At the beginning of the fifth year of the NMFA, the Employer shall be required to pay \$50.00 to the Central States Funds for each trailer/load transported by non-Teamster drivers.

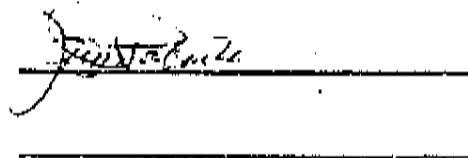
**For the Union:**



Date:

12/18/07

**For the Employer:**



Date:

12/18/07

**MEMORANDUM OF UNDERSTANDING  
ARTICLE 29, SECTION 6 – PREFERRED COMPANIES**

This Memorandum of Understanding is entered into between the employers signatory to the 2008 – 2013 National Master Freight Agreement (“NMFA”) (each the “Employer”) and the Teamsters National Freight Industry Negotiating Committee to address issues involving a Preferred Company under Article 29, Section 6 of the NMFA (“Preferred Company”). The parties to this Memorandum of Understanding agree to the following:

**Types of Freight:** For purposes of Article 29, Section 6 of the NMFA, the freight handled by a Preferred Company shall be divided into two (2) types: (1) NMFA Freight and (2) Non-NMFA Freight. The parties may consider and approve other types of freight by mutual agreement.

**NMFA Freight:** NMFA Freight shall be defined as any freight within the Employer’s control including (a) freight from the Employer’s existing rail origin points as described in Article 29, Section 3, and (b) overflow freight where no regular drivers are available at the Employer’s origin location. The Employer’s use of one or more Preferred Companies for NMFA Freight shall not exceed the percentage limitations set forth in Article 29, Section 6. In the event a Preferred Company is used to handle NMFA Freight, the protections for the Employer’s road drivers shall be as provided in Article 29, Section 6.

**Non-NMFA Freight:** Non-NMFA Freight shall be defined as traditional truckload freight that is not currently handled, in whole or in part, by the Employer, including any freight handled by the Preferred Company as of the date of this Memorandum and any new business acquired thereafter. Preferred Companies may handle Non-NMFA Freight without limitation and without regard to the percentage caps and driver protections set forth in Article 29, Section 6.

**A Preferred Company’s Operations:**

The following defines a Preferred Company’s operations:

1. There shall be no diversion of NMFA Freight. It shall be deemed a diversion of work in violation of the NMFA when work presently and regularly performed by, or hereafter assigned to, employees of a TMI NMFA Employer has been lost and the lost work is being performed in the same manner (including transportation by owner-operators and independent contractors) by a Preferred Company at any time. The Employer shall have the burden of disproving that a diversion has occurred.

2. A Preferred Company shall transport less-than-truckload (LTL) and truckload freight which had previously been consigned to carriers covered by the National Master Freight Agreement (“NMFA”) and hauled by rail. No pickups or deliveries to or from shippers shall be performed

by the Employer on freight previously hauled by rail. The freight previously hauled by rail shall be handled as follows:

- a. A Preferred Company shall transport truckload and/or LTL freight from the point of origin to the point of destination with no intermediate stops for pick ups or deliveries.
- b. A Preferred Company shall transport truckload shipments from one terminal location to another terminal with no intermediate pickups or deliveries in between.
- c. A Preferred Company shall transport truckload traffic to include all products in vans, flatbeds, and refrigerated units shipped as master billed truckload and/or rail or sea containers.

3. A Preferred Company's operation may not compete with carriers covered by the NMFA and cannot become a LTL carrier by handling LTL freight.

4. Employees of a Preferred Company shall not be permitted to perform dock work or city pickup or delivery service, shuttle or hostling functions that are performed by NMFA carrier employees.

5. Nothing in this Memorandum of Understanding is intended to preclude a Preferred Company from handling non-NMFA truckload shipments which may require multiple stops.

**Exchange of Freight:** The Employer may exchange freight, including making trailers available for pick-up or drop-off, with a Preferred Company at the Employer's terminal facilities in areas specifically designed for such exchange. In the event that the Employer does not exchange freight at a specific area at its terminal, the Employer shall not be required to shuttle trailers to a Preferred Company's location or an off-site drop location.

**Disputes:** All disputes arising under this Memorandum of Understanding shall be referred for resolution to National Review Committee.

**Preferred Companies:** Preferred Companies are set forth on the list in Appendix A hereto. A Preferred Company shall have rates and an operational structure that are acceptable to the Employer. The parties may by mutual agreement add a company to the Preferred Company list. Either party may remove a Preferred Company from the list at any time.

**For the Union**

**For the Employer**

**Date:** 12/1/87

**Date:** 12/1/87

**MEMORANDUM OF UNDERSTANDING  
ARTICLE 29, SECTION 6 – PREFERRED COMPANIES**

This Memorandum of Understanding is entered into between the employers signatory to the 2008-2013 National Master Freight Agreement (“NMFA”) (each the “Employer”) and the Teamsters National Freight Industry Negotiating Committee to address issues involving a Preferred Company under Article 29, Section 6 of the NMFA (“Preferred Company”). The parties to this Memorandum of Understanding agree to the following:

1. A Preferred Company used by a signatory NMFA employer shall not give wages and/or benefits to its nonunion employees which are equal to or exceed the wages and/or benefits contained in any collective bargaining agreement which may be negotiated between TNFINC and a Preferred Company.

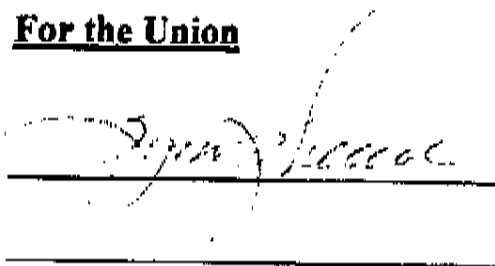
2. A Preferred Company must agree to the following Card Check and Neutrality provision in the event the Teamsters Union attempts an organizing campaign:

The Employer agrees that as soon as the Union shows the Employer valid authorizations signed by the majority of drivers, the Employer will recognize the Union as the exclusive bargaining representative of those employees. The Employer agrees to remain neutral in the event that the Union seeks to represent unrepresented employees of the Employer. Neutrality means that the Employer will make no statement or take action opposing or advocating unionization. The Employer shall not demean the Union as an organization or its representatives as individuals. The Employer will inform all managerial employees and supervisors of their obligation under this neutrality agreement and will take prompt action to correct any violation of this Agreement.

3. A Preferred Company cannot create a company or utilize another company to perform dock work and/or local cartage work.

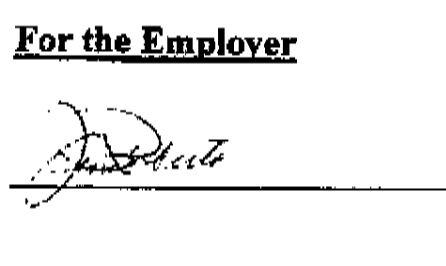
4. In the event that a Preferred Company needs to have dock work and/or local cartage work performed, a Preferred Company must use a TMI NMFA employer to perform such work.

**For the Union**

  
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Date: 12/12/07

**For the Employer**

  
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Date: 12/18/07